

## **SELECTED TERMS & CONDITIONS OF SALE – POMPAÑO BEACH, FLORIDA – APRIL 30, 2014**

**PLEASE NOTE** For documentation purposes, the U.S. Departments of Treasury and Homeland Security reserve the right to record and/or videotape any and all sales. All persons attending this sale are responsible to read, understand, and comply with the terms of sale as specified herein to be bound thereby.

**REGISTRATION** Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and submit a bidder registration form along with a valid Government-issued photo I.D. at the sale site prior to sale. Each bidder must obtain a bidder number and sales catalog to complete registration. Note: Each registered bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder. In order to comply with the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)), bid results will be published on a Government-designated website and will include the following: lot number, lot description, purchase price, and successful bidder's name.

**CONDITION & DESCRIPTION** The condition of the items being offered varies from "NEW" to "SALVAGE." The buyer understands and agrees; (1) that any description or sample of the property/merchandise given or furnished by URS is derived from records and documents that may be unverified as to accuracy, is solely for identification, and DOES NOT CREATE ANY WARRANTY, expressed or implied, that the property/merchandise actually conforms to such description or sample; (2) all weights, measurements, and descriptions must be considered approximations and do not create any warranty; (3) that the property/merchandise is purchased and accepted by buyer "AS IS," and "WITH ALL FAULTS." URS MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENTS, OR OTHER SPECIFICATIONS.

**INSPECTION** Bidders are urged to inspect property/merchandise prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale. Property/merchandise is available for inspection only at places and times specified by URS. Absolutely no access to property/merchandise is allowed without prior URS authorization. URS may, at its discretion, provide photographs, slides/samples, or a video presentation during the sale as a courtesy to bidders. Bidders are warned against bidding on any lot(s) based solely on the sample displayed or on the basis of photographs. URS makes no warranty in relation to these samples or photographs.

**BIDDING** It is the bidder's responsibility to pay attention to items being offered for sale and to bid on items in which he/she is interested. Normally, items are sold in the sequence listed in the sales catalog. Lot numbers are for administrative purposes only and do not describe the property/merchandise. CAUTION: Lot numbers identify a particular item or portion of items being sold; however, lot numbers posted on property/merchandise during public inspection may not match catalog lot numbers. Bidders are responsible to ensure the catalog or announced/online description of any item they intend to purchase matches the property/merchandise inspected. Sale of property/merchandise will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or failure to inspect property/merchandise.

**WRITTEN BID** Written Bids may be submitted in person or by registered mail and are subject to the same terms and conditions of sale as those bidders physically present at the auction. URS recommends using an overnight delivery service in order to ensure your written bid arrives by the date and time indicated. Acceptable method of payment will be cashier's check. Make cashier's check payable to **U.S. Treasury/URS Federal Services** for the bid amount. Indicate sale number and lot number or description on outside of sealed envelope. Please ensure that your name and phone number (or other means of contacting you) are included with your written bid. Mail all bids to URS, 2951 NW 27th Avenue, Pompano Beach, FL, 33069. Attn: GP Auction. Bids must be received no later than 5:00 PM ET two days prior to sale date. Unsuccessful bids will be returned within five (5) business days via Federal Express.

**DEPOSIT** Total purchases of \$10,000 or less will require payment in full on day of sale. A minimum of \$10,000 is required on day of sale for all purchases over \$10,000. Once purchases reach \$10,000, an immediate deposit of \$10,000 is required.

**PAYMENT FORM** Acceptable forms of payment are cash, cashier's check or credit card, U.S. funds only. Bank wires may be used for final payment. Make cashier's check payable to **U.S. Treasury/URS Federal Services**. Personal or business checks, certified checks, bank letters, debit cards or letters of credit are not accepted. ALL CREDIT CARD RECEIPTS MUST BE SIGNED BY THE ORIGINAL CARDHOLDER. Credit cards issued to a buyer's spouse will not be accepted for use by the buyer.

**CHANGE** URS does not make change for more than 10 percent of the purchase price. It is recommended that bidders paying by cashier's check submit multiple checks in small denominations if they do not expect their purchases to equal the deposit amount.

**FINAL PAYMENT** Final payment(s) must be made by **4:00PM ET on Friday, May 2, 2014** at URS, 2951 NW 27th Avenue, Pompano Beach, FL, 33069, via cash, cashier's check, bank wire or credit card. NO EXTENSIONS FOR FINAL PAYMENT.

PAYMENT MUST BE MADE BY SUCCESSFUL REGISTERED BIDDER. MONIES RECEIVED BY PARTIES OTHER THAN THE SUCCESSFUL REGISTERED BIDDER WILL BE DECLINED. Electronic bank transfers for final payment of purchases must originate from an account of the registered buyer or the business the buyer represents. The transfer must include the bidder number. Any electronic bank transfers received from an account other than that of the registered bidder will not be accepted and will be returned to the originating bank. BANK WIRES MAY TAKE UP TO 24 HOURS TO PROCESS.

**REFUNDS** URS makes no refunds, adjustments, or returns. All purchases are final.

**SPECIAL REQUIREMENTS FOR IRS-CI PROPERTY** Lots offered by the IRS-CI are noted in the catalog. The IRS-CI reviews all bidders for IRS-CI offered lots and approval may take up to three (3) business days. This does not change the requirements for payment. Please call ahead before pickup to ensure that the IRS-CI has approved your purchase.

**FLORIDA STATE SALES TAX** Florida State sales tax of 6% will be applied to applicable lots. No sales tax is collected on deposits; sales tax is due on the total transaction when payment of the full purchase price is ultimately made. A duly executed, notarized affidavit exempts non-Florida resident dealers from Florida sales taxes. This exemption applies to property/merchandise that will be transported outside the state of Florida by the nonresident dealer for resale and for no other purpose. A notarized affidavit accompanied by a copy of the buyer's current resellers tax exempt certificate exempts transactions from Florida sales tax.

Both Florida and out of state bidders must present a copy of their current tax exempt certificate for each auction at the time of registration to be exempt from taxes.

**DEFAULT** Failure to make required payments or property/merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the property/merchandise. Said property/merchandise shall revert and repossess to the United States Government without further notice to the buyer and will result in any monies paid being forfeited and the transaction shall be null and void as to buyer.

**RESERVE** URS reserves the right to accept or reject any and all bids. Property/merchandise is offered subject to acceptance of the seller, unless the property/merchandise, in explicit terms, is offered without reserve. If reserve price is not achieved, the auctioneer may withdraw the property/merchandise at any time until he announces completion of the sale.

**REMOVAL** Property/merchandise must be paid in full before removal — no partial release of any lots. All property/merchandise in a lot must be released to original buyer at one time. URS WILL NOT SHIP ANY ITEMS. IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO REMOVE THE PROPERTY/MERCHANDISE PURCHASED BY THE REMOVAL DATE. REMOVAL IS AT THE EXPENSE, LIABILITY, AND RISK OF THE BUYER. Buyer must present a photo I.D. at the time of property/merchandise release. Should registered buyer wish to send an agent to pick up property/merchandise, buyer must prepare and sign an authorization letter identifying the agent to act on his/her behalf. Removal must be completed on or before the dates below or buyer will default the terms of sale and property/merchandise will be resold by U.S. Department of the Treasury. Removal is by appointment only and must be completed by **May 8, 2014 for domestic property/merchandise**

and **June 30, 2014 for export only property/merchandise.** Property/merchandise must be removed from the storage location stated in each lot description. BUYER AND VENDOR MUST SIGN PROPERTY/MERCHANDISE RELEASE DOCUMENT AND SUBMIT TO COPY TO URS AS PROOF OF DELIVERY TO BUYER. STORAGE ARRANGEMENTS AFTER REMOVAL DATES ABOVE ARE SOLELY BETWEEN THE BUYER AND VENDOR. NO EXTENSIONS FOR PROPERTY/MERCHANDISE RELEASE.

**ADDITION OR DELETION FROM SALE** URS reserves the right to withdraw from sale any of the items listed, to sell at this auction items not listed, and to group or subdivide lots. URS reserves the right to sell all of the items listed in bulk, whenever the best interests of the U.S. Government will be served.

**DISPUTES & REBIDS** The URS Sale Manager's decision is final in settling disputes. A bidder's retraction does not revive any previous bid.

**ANNOUNCEMENTS** Announcements made on day of sale shall take precedence over previous information pertinent to that property/merchandise. Announcements do not alter in any way the basic terms and conditions of sale.

**ADDITIONAL TERMS & CONDITIONS** The preceding contains only selected Terms and Conditions of Sale. Complete Terms and Conditions may be requested by calling (888) 534-2828, by fax at (703) 302-1154, or via email at [gpauctions@urs.com](mailto:gpauctions@urs.com).